



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

**BUSINESS LEASE**

(Automotive Service Station, Fuel Distributorship,  
Convenience Store with tobacco)

Allotment No. 1136  
Lease No. 5-2-1288-0414

Yakama Agency

THIS CONTRACT, made and entered into this 14<sup>th</sup> day of October, 2004, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "landlord," and Theresa M. & E. Arlen Washines, (509) 949-3035 of P.O. Box 1512, Toppenish, WA 98948, hereinafter called the "tenant," in accordance with the provisions of existing law and the regulations (25 C.F.R. 162; 162.600 through 162.623) which, by reference, are made a part hereof,

WITNESSETH, That for and in consideration of the rents, covenants, and agreements hereinafter provided, the landlord hereby lets and leases unto the tenant the land and premises described as follows, to wit:

A parcel of land containing 2.45 acres, more or less, in the NW4NE4NW4, in Sec. 15, T. 11 N., R. 19 E., W.M., Yakima County, WA, being a portion of Yakama Allotment 1136 and more particularly described as follows: Commence at the N4 corner of said Sec. 15; Thence N 88°53'30" W along the center line of the County Rd. (W. Wapato Rd.) and the N. line of said Sec. 15 a distance of 865.5'; thence S. 0°16' W 30' to the Southerly right of way line of said County Rd. and the true point of beginning of this description thence S 36°53'30" E. 240', more or less, to a point on the Westerly right of way line of secondary State Hwy 3-A; thence S 0°16' W along the Westerly right of way line of said State Hwy a distance of 200'; thence N 88°53'30" W parallel to the center line of said County Rd. a distance of 345'; thence N 0°16' E parallel to the Westerly right of way line of said State Hwy a distance of 389.2' to the Southerly right of way line of said County Rd.; thence S 88°53'30" E along the Southerly right of way line of said County Rd. a distance of 200' to the true point of beginning; Excepting and reserving the right of ingress, egress, and regress thereover to that portion of the remainder of Allotment No. 1136 adjoining on the South.

containing 2.45 acres, more or less, of which not to exceed See SMC Farm Plan (incorporated at Provision #22 of the lease) acres may be cultivated, for the term of Ten (10) years + option to renew for an additional twenty-five (25) years, beginning on the 1st day of October, 2004, subject to the conditions hereinafter set forth. The tenant, in consideration of the foregoing, covenants and agrees, as rental for the land and promises to pay \$18,750.00 (\*Upon approval due six months after approval of lease, \$15,000.00 (Due 12/01/05), \$16,500.00 (Due 12/01/06), \$22,770.00 (Due 12/01/07), & \$25,040.00 (Due 12/01/08) \*Rental Amount is subject to change due to five year rental review due 2009 per annum

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to the Bureau of Indian Affairs, hereinafter called the BIA, as indicated on the attached distribution list. The tenant will also pay an administrative fee of \$-0- Enrolled, as indicated on the attached distribution list.

The land described in this lease must be used for the sole purpose of a Business Lease (Automotive Service Station, Fuel Distributorship, and Convenience store with tobacco). Any use of the leased premises for an unauthorized purpose, or a failure by the tenant to maintain continuous operations throughout the lease term, will be treated as a lease violation.

“**SECRETARY**” as used herein means the Secretary of the Interior or his authorized representative.

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This lease is subject to the following provisions:

1. The obligations of the tenant and his surety or sureties to the landlord will also be enforceable by the United States, so long as the land remains in trust or restricted status.
2. Nothing contained in this lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this lease; however, such termination shall not serve to abrogate this lease. The landlord and the tenant and his surety or sureties shall be notified of any such change in the status of the land.
3. There must not be any unlawful conduct, creation of a nuisance, illegal activity, or negligent use or waste of the leased premises.
4. The tenant must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements, including tribal laws and leasing policies.
5. **"UNTIMELY PAYMENTS."** Rental payments which are not paid by the date indicated on this lease will incur interest charges at the rate of 18% per annum. The failure to pay such amount will be treated as a lease violation and make the lease subject to cancellation. There will be no "grace period" for making the rental payment.
6. **Special fees assessed on delinquent rent payments.** The following special fees will be assessed if rent is not paid in the time and manner required, in addition to any interest or late payment penalties that must be paid to the landlord under an agricultural lease. The following special fees will be assessed to cover administrative costs incurred by the United States in the collection of the debt:

The tenant will pay	For
(a) \$50.00	Administrative fee for dishonored checks. (*Although a "Guaranteed" form of payment such as a cashiers' check or money order is not required, the Realty Office recommends payment in this form in order to avoid the charge of an administrative fee for a dishonored personal check.)
(b) \$15.00	Administrative fee for BIA processing of each notice or demand letter.
(c) 18% of balance due	Administrative fee charged by Treasury following referral for collection of delinquent debt.

7. **Acceptable forms of rent payments.**
  - (a) When rent payments are made directly to the Indian landlord, the form of payment must be acceptable to the Indian landlord.
  - (b) Payments made to the BIA must be delivered in person or by mail. The BIA will not accept cash, foreign currency, or third-party checks. Acceptable forms of payment include: Personal or business checks drawn on the account of the tenant; Money Orders; Cashier's Checks; Certified Checks; or Electronic Funds Transfer payments. *(Any form of dishonored payment will be treated as a lease violation.)*
8. **Bond Requirement.** The tenant must provide a bond to secure:
  - (1) The payment of one year's rental;
  - (2) The construction of any required improvements;
  - (3) The performance of any additional lease obligations, including the payment of operation and maintenance charges; and
  - (4) An Insurance Requirement - 25 CFR 162.604(d).

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The bond must be deposited with the BIA and made payable only to the BIA, and which a bond may not be modified or withdrawn without the BIA's approval. The bond must be in one of the following forms:

- (1) Cash;
- (2) Negotiable Treasury securities that:
  - (i) Have a market value at least equal to the bond amount; and
  - (ii) Are accompanied by a statement granting full authority to the BIA to sell such securities in case of a violation of the terms of the lease.
- (3) Certificates of deposit that indicate on their face that BIA approval is required prior to redemption by any party;
- (4) Irrevocable letters of credit issued by federally-insured financial institutions authorized to do business in the United States. A letter of credit must:
  - (i) Contain a clause that grants the BIA the authority to demand immediate payment if the tenant violates this lease or fails to replace the letter of credit at least 30 days prior to its expiration date;
  - (ii) Be payable to the BIA;
  - (iii) Be irrevocable during its term and have an initial expiration date of not less than one year following the date of issuance; and
  - (iv) Be automatically renewable for a period of not less than one year, unless the issuing financial institution provides the BIA with written notice that it will not be renewed at least 90 calendar days before the letter of credit's expiration date.
- (5) A surety bond issued by a company approved by the U.S. Department of the Treasury; or
- (6) Any other form of highly liquid, non-volatile security that is easily convertible to cash and for which BIA approval is required prior to redemption by any party.

9. **Indemnification Clauses.** The tenant agrees to indemnify and hold the United States and the landlord harmless from any loss, liability, or damages resulting from the tenant's use or occupation of the leased premises.

The tenant agrees to indemnify the United States and the landlord against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous materials from the leased premises that occurs during the lease term, regardless of fault.

10. **Administrative fees.** An administrative fee shall be charged each time the BIA approves an agricultural lease, amendment, assignment, sublease, mortgage, or related document. These fees will be paid by the tenant, assignee, or subtenant, to cover the Yakama Tribe's costs in preparing or processing the documents and administering the lease. The administrative fees are based on the rent payable under the lease, per Yakama Tribal Resolution, T-158-76, dated August 24, 1976. The fee will be 5% of the annual rent payable, including any percentage-based rent that can be reasonably estimated for the Lease. The minimum fee is two dollars and fifty cents (\$2.50) and the maximum shall be five hundred dollars (\$500.00) on the average year's lease. The tenant shall also pay a fee of three percent (3%) of the annual rental with a minimum fee of two dollars and fifty cents (\$2.50) and the maximum of one hundred dollars (\$100.00) for the assignment, modification, or cancellation of this lease except where cancellation was without the consent of the tenant. The above fees shall not apply to enrolled Yakama Tribal members. Any administrative fees that have been paid will be non-refundable.
11. **Notification of when a rent payment is due.** The BIA may issue bills or invoices to a tenant in advance of the dates on which rent payments are due under this lease, but the tenant's obligation to make such payments in a timely manner will not be excused if such bills or invoices are not delivered or received.
12. **Inspection of premises.** Representatives of the BIA or its delegates and/or the landlord may enter the leased premises at any reasonable time, without prior notice, to protect the interests of the landlord and ensure that the tenant is in compliance with the operating requirements of this lease.
13. **Rental Adjustment.** Adjustments to the annual rent will be effective on the 5<sup>th</sup>, 10<sup>th</sup>, etc. anniversaries of the effective date of this lease. On each applicable anniversary, the rent will be adjusted to fair annual rent as of six months prior to the anniversary date. The adjustment will be based on an appraisal prepared by the Tribe or its contracted appraiser and approved by the BIA. Such fair annual rental may be based on the appraisal or other appropriate valuation method in accordance with USPAP, or by competitive bidding. The Tribe will notify the tenant by certified mail, return receipt requested of the rental adjustment. The notification letter will include the lease number, the old lease rate, and the adjusted rental amount. It will also indicate the effective date of the rental adjustment, which will not be less than 30 days after the date of the notification letter. The notification letter shall also indicate the tenant's appeal rights, or other method agreed upon on how to resolve disputes about the adjustment if one is so negotiated.

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14. **Lease amendments, assignments, subletting, and mortgaging.** Amendments, assignments, subleases, or mortgages of the leasehold interest can only take place with the written consent of the parties to the lease in the same manner the original lease was approved, subject to approval of the BIA. An attempt by the tenant to mortgage the leasehold interest or authorize possession by another party, without the necessary consent and approval, will be treated as a lease violation.
15. **Ownership and Removal of Improvements.** Any improvements constructed by the tenant during the lease term shall be removed within 30 days after the termination of the lease, at the tenant's expense. The leased premises shall be restored by the tenant to as close as possible to their condition prior to construction of such improvements. However, the landlord shall have the option to waive the removal requirement and take possession of the improvements if they are not removed within the specified time period. If the landlord chooses not to exercise this option, the BIA will take appropriate enforcement action to ensure removal at the tenant's expense.
16. **Operation and Maintenance (O & M) Assessments.** It is understood and agreed that the tenant will pay all O & M assessments annually in advance on the due date preceding each irrigation season, including any penalties accruing against the above-described land under irrigation, and will pay all charges assessed in connection with any other improvement project or district within which the lands may be located, pursuant to existing or future orders or regulations of the Secretary. Failure to pay O & M assessments will be treated as a lease violation.
17. **Repairs.** It is understood and agreed that the tenant is to keep the premises covered by this lease in good repair, and the said tenant will be responsible for all damages done to fixtures, structures, buildings and fences and other improvements, except the usual wear and decay.
18. **Unlawful Conduct.** The tenant agrees that he will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.
19. **Approval.** It is understood and agreed that this lease shall be valid and binding only after approval by the Secretary.
20. **Additions.** Prior to execution of this lease, provision numbers 14, 27, 29 & 30 have been added hereto and by reference are made a part hereof.

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# EXHIBIT "A"

PROVISION NO. 14  
ALLOTMENT NO. 1136

## ACCESS

It is understood and agreed that the Superintendent be and he is hereby authorized to grant access road privileges through the within described lands for servicing adjacent or nearby inaccessible Indian trust lands. Provided, however, that said access roads be established as well as operated with least possible damage to within lands. And further, that the Superintendent shall be sole judge of equities involved.

## PRIVILEGE OF SUCCEEDING LESSEE

It is understood and agreed the succeeding shall have privilege of occupying the fields for the purpose of preparing the land for the ensuing year's crop on and after December 1st preceding the expiration of the lease.

## WATER POLLUTION

The tenant agrees to comply with all applicable water pollution control laws, regulations, and State and Federal Water pollution control agencies recommendations, in the construction of all sewerage systems, sewage treatment or disposal plants or systems, or in the improvement or extension of any sewerage systems or sewage treatment or disposal plants.

## UPKEEP OF IMPROVEMENTS

In the event Tenant has possession of buildings, they must be kept in an orderly and sanitary condition.

## RENTAL REVIEW

It is understood and agreed this lease, at not less than 5 year intervals, shall be subject to review of the equities involved. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or developments required by the contract or the contribution value of such improvements.

## TERM

The initial term of this lease shall be for ten (10) years beginning on 10/01/04 and it shall be extendable for one additional twenty-five year term at any time prior to the end of the initial term at eye option of the tenant. The tenant's act of entering into this lease by subscribing his name hereto shall be deemed as the exercise of his option to extend this lease for the additional twenty-five year term and the initial approval of this lease by the Secretary shall be deemed to be an acceptance by the Secretary of such extension for which execution of a new lease is not required.

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## **ASSIGNMENT OF INCOME**

It is understood and agreed by (Tenant) that he hereby assigns: (1) All income from trust land which he now has or may in the future acquire an interest. (2) Any income including dividend distribution funds, per capita payments, and/or funds from any sort accruing to his Individual Money Account at the Yakama Agency. Such funds would be applied as needed to pay any delinquent rent, O&M Assessments, fees and/or damages accrued by negligence by the (Tenant).

## **AGREEMENTS FOR UTILITY SERVICES**

Tenant shall have the right to enter into agreements with public utility companies and State of Washington or any of its political subdivisions to provide utility services, including gas, water, electricity, telephone, television & sewer lines necessary to full enjoyment of leased premises and developments thereof in accordance with the provisions of this lease; provided that such an agreement shall not be for a period longer than initial term of this lease or any extension thereof. Upon entering into such agreement or agreements, the lessee shall furnish to the Secretary executed copies thereof together with a plat or diagram showing true location of the utility lines to be constructed in accordance therewith.

## **LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES**

Tenant shall not permit to be enforced against the leased premises, or any part thereof, any liens arising from any work performed, materials furnished or obligations incurred by Tenant. The Tenant shall either discharge all such liens before any action is brought to enforce the same, or post bond as hereinafter provided. Tenant shall pay, when and as the same become due and payable, all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, the improvements and all interests therein; however, this requirement shall not be construed as an admission by the parties that any of the land, the improvements or interests therein are subject to tax, for the Tenant shall have the privilege as provided against the property of the Landowner. Landowner shall execute and file any appropriate documents with reference to tax exemption or the land or improvements when requested by Tenant. Tenant shall have the right to contest any claim, lien tax, or assessment by posting bond to prevent enforcement of any lien resulting therefrom, and Tenant agrees to protect and hold harmless the Landowner and the Secretary from any lien therefor or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. In addition, Tenant shall hold Landowner harmless for all charges for water, sewage, gas, electricity, telephone, and other utility charges supplied to said premises.

## **OTHER**

As a material part of the consideration of this lease, Tenant hereby waives all claims against Landowners and/or the United States Government free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the premises by Tenant, together with all costs and expenses in connection therewith.

## **RESTORATION CLAUSE**

Tenant agrees to remove all property removable under the terms of this lease within sixty (60) days after termination of this lease or pay a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of the lease, from the day following the



## RESTORATION CLAUSE - Continued

termination date of the lease until said property is removed. Premises will be left clean and free of debris.

Restoration of the premises shall include, but not be limited to, the removal of all debris, paved areas, floors and foundations; the opening of septic tank tops and backfilling the entire cavity with bank run gravel; the filling of basement excavations, holes and depressions; and grading of the premises to a grad acceptable to the Landowner and the Secretary.

## **PUBLIC LIABILITY INSURANCE**

At all times during the term of this lease, Tenant shall carry Public Liability Insurance in the Minimum amount of \$1,000,000.00 for property damage, and \$1,000,000.00 for personal injury, said policy to be written jointly to protect Tenant and Landowner. Copy of said policy shall be furnished the Secretary. Neither the Landowner nor the United States Government, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Tenant, or any other person whomsoever, caused by any use of the leased premises, or by a defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Tenant as a material part of the consideration of this lease, hereby waives on Tenant's behalf all claims against Landowner and/or the United States Government and agrees to hold Landowner and/or the United States Government free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the premises by Tenant, together with all costs and expenses in connection therewith.

## **FIRE INSURANCE**

As part of the lease requirement, Tenant will secure a fire insurance policy on all insurable buildings, at their expense, with a loss payable clause to the Superintendent, Yakama Agency, Toppenish, WA 98948. The amount of coverage shall be adequate to protect the landowners interest.

If it is determined, all or some of the buildings are uninsurable because of their present condition, the applicants will secure letters from two (2) separate insurance companies that their representatives did inspect the buildings and their companies will not insure them. The letters will be presented to the Leasing Section to be made a part of the lease assembly.

## **OTHER**

The tenant shall comply with all applicable Federal, Tribal and Local laws relating to business, sanitation, building requirements and zoning regulations. This shall include compliance with NEPA and EPA laws, regulations, pertaining to underground tanks used for storage.

Tenant shall comply with all applicable regulations contained in 40 CFR Parts 280 (attached) and as explained in EPA/530/UST-88/008 musts for UST's (also attached).

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## EMPLOYEE PREFERENCE

Training and employment preference shall be given to the landowners, their family members and their children or grandchildren.

**PROPERTY OF LANDOWNER:** Gas Station Building to be left on property, together with any additions, improvements placed on the property by current tenant, above ground tanks, pumps for gas and any signs placed on the property.

**PROPERTY OF TENANT:** None

Date: 10/13/04

Theresa M. Washines  
Theresa M. Washines Co-Tenant

Date: 10/13/04

E. Arlen Washines  
E. Arlen Washines Co-Tenant

**Lease Distribution List**

The tenant shall pay the following individual(s) and the BIA (on behalf of the specified individuals) the rental amount due on Upon Approval (\*Pro-rated and due six months after approval of lease):

<b>TO:</b>	<b>AMOUNT:</b>
Bureau of Indian Affairs Yakama Agency P.O. Box 632 Toppenish, WA 98948	\$16,906.67  *Tenant is Co-owner of allotment

The tenant shall pay the following individual(s) and the BIA (on behalf of the specified individuals) the rental amount due on 12/01/05:

<b>TO:</b>	<b>AMOUNT:</b>
Bureau of Indian Affairs Yakama Agency P.O. Box 632 Toppenish, WA 98948	\$13,525.34  *Tenant is Co-owner of allotment

The tenant shall pay the following individual(s) and the BIA (on behalf of the specified individuals) the rental amount due on 12/01/06:

<b>TO:</b>	<b>AMOUNT:</b>
Bureau of Indian Affairs Yakama Agency P.O. Box 632 Toppenish, WA 98948	\$14,877.87  *Tenant is Co-owner of allotment

The tenant shall pay the following individual(s) and the BIA (on behalf of the specified individuals) the rental amount due on 12/01/07:

<b>TO:</b>	<b>AMOUNT:</b>
Bureau of Indian Affairs Yakama Agency P.O. Box 632 Toppenish, WA 98948	\$20,531.46  *Tenant is Co-owner of allotment

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The tenant shall pay the following individual(s) and the BIA (on behalf of the specified individuals) the rental amount due on 12/01/08: (\*\*Rental amount is subject to change due to five year rental review due in 2009)

TO:	AMOUNT:
Bureau of Indian Affairs Yakama Agency P.O. Box 632 Toppenish, WA 98948	\$22,578.30  *Tenant is Co-owner of allotment

Tenant will also pay, by separate check, an Administrative Fee pursuant to Provision #11 due upon approval:

TO:	AMOUNT:
Bureau of Indian Affairs Yakama Agency P.O. Box 632 Toppenish, WA 98948	\$-0- Enrolled

The tenant must retain specific documentation evidencing proof of payment, such as canceled checks, cash receipt vouchers, or copies of money orders or cashier's checks. The tenant may be required to produce evidence of payment within 10 days to either the BIA or the affected landlord upon request from any of these parties.

Unless otherwise provided in this lease, rent payments may not be made payable directly to anyone other than the landlord for this Lease Distribution List.

The direct pay provision of this lease may be suspended and the rent thereafter paid to the BIA, rather than directly to the Indian landlord, if:

- (1) An Indian landlord dies;
- (2) An Indian landlord requests that payment be made to the BIA;
- (3) An Indian landlord is found by the BIA to be in need of assistance in managing his/her financial affairs; or
- (4) The Secretary determines, in his/her discretion and after consultation with the landlord, that direct payment should be discontinued.

10/13/08  
Date

10/13/08  
Date

Theresa M. Washines  
Theresa M. Washines Co-Tenant

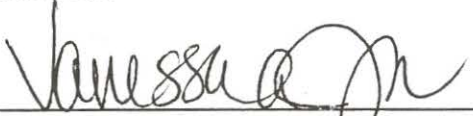
E. Arlen Washines  
E. Arlen Washines Co-Tenant

### *Certification*

I certify that Lease No. 5-2-1288-0414 on Yakama Allotment 1136 is in the best interest of the Indian landowners. In making this determination I have:

1. Reviewed the lease and supporting documents;
2. Identified potential environmental impacts and ensured compliance with all applicable environmental laws, land use laws, and ordinances, including the preparation of the appropriate review documents under NEPA; and
3. Assured myself that adequate consideration has been given to:
  - a. The relationship between the use of the leased premises and the use of neighboring lands;
  - b. The height, quality, and safety of any structures or other facilities to be constructed on the leased premises;
  - c. The availability of police and fire protection, utilities, and other essential community services;
  - d. The availability of judicial forums for all criminal and civil matters arising on the leased premises; and
  - e. The effect on the environment of the proposed land use.

Affirmed:

  
\_\_\_\_\_  
Realty Specialist who Prepared Lease

10/13/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Environmental Reviewer

10/14/04  
\_\_\_\_\_  
Date

Concur:

  
\_\_\_\_\_  
Approving Official

10/14/04  
\_\_\_\_\_  
Date



**LEASE/PERMIT APPLICATION - CREDIT VERIFICATION**

The undersigned specifically acknowledge(s) and agree(s) that:

Verification of any information contained in the lease/permit application may be made at any time by the Yakama Nation Trust Real Estate Services Office, either directly or through a credit report agency, from any source named in this application, and the original copy of this application will be retained by the Yakama Nation Trust Real Estate Services Office, even if the lease/permit is not approved.

Legal Name: Theresa M. and E. Arlen Washines

Address: P.O. Box (b)

Toppenish, WA 98948

Phone: (509) 949-3035 (Ext. 4750 or 6301)

Social Security No.: FOIA exemption (b)(6)

Date: 10/13/04

Date: 10/13/04

Theresa M. Washines  
Signature of Applicant

E. Arlen Washines  
Signature of Applicant

IN WITNESS WHEREOF, the parties hereto have here( ) set their hands the day and year first above written and the landlord hereunto has caused to be attached his legal acceptance on which he has affixed his hand and seal.

Witnesses (two to each signature):

Vanessa A. M.  
Antonia Sampson

Theresa M. Washines  
Theresa M. Washines Co-Tenant

E. Arlen Washines  
E. Arlen Washines Co-Tenant

\_\_\_\_\_  
Landlord

25 CFR 162.604 (a)(b)(1)(3)(d)

162.606

162.607(a)

162.601(a)(3)(b)

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Landlord

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Landlord

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Landlord

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Landlord

Approved pursuant to 209 DM 8, 230 DM 1, 3 IAM 4, 4-A.

[Signature]  
Approving Official

10/17/04  
Date

[Signature]



EXHIBIT "A"

**124 16268**

**ACCESS**

It is understood and agreed that the Superintendent be and he is hereby authorized to grant access road privileges through the within described lands for serving adjacent or nearby inaccessible Indian trust lands. Provided, however, that said access roads be established as well as operated with least possible damage to within lands. And further, that the Superintendent shall be sole judge of equities involved.

**WATER POLLUTION**

The lessee agrees to comply with all applicable water pollution control laws, regulations, and State and Federal water pollution control agencies recommendations, in the construction of all sewerage systems, sewage treatment or disposal plants or systems, or in the improvement or extension of any sewerage systems or sewage treatment or disposal plants.

**DELINQUENT PENALTY**

Provision No. 2 is amended to read: It is understood and agreed between the parties hereto that, if any installment or rental is not paid within 30 days after becoming due, penalty at the rate of 18 percent per annum will become due and payable from the date such rental became due and will run until said rental is paid.

**IMPROVEMENTS**

All buildings and inside fences owned by Lessee located on this tract must be removed within 30 days upon termination or expiration of lease.

**UPKEEP OF IMPROVEMENTS**

In the event Lessee has possession of buildings, they must be kept in an orderly and sanitary condition.

**RENTAL REVIEW**

It is understood and agreed this lease, at not less than 5 year intervals, shall be subject to review of the equities involved. Such review shall give consideration to the economic conditions at the time, exclusive of improvements or developments required by the contract or the contribution value of such improvements.

**SUBLEASE CLAUSE**

Lessee may sublease this premises, in whole or in part, without further approval. Subleases so made shall not serve to relieve the sublessor from any liability nor diminish any supervisory authority of the Secretary provided for under the lease.

$$\begin{array}{r} 1065.5 \\ 254.5 \\ \hline 1320.0 \end{array}$$

N 88° 53' 30" W & WEST WAPATO rd

8655' --- TO  $\frac{1}{4}$  COR ---  $\rightarrow$   
35' ---  $\rightarrow$   $\leftarrow$  610'  $\rightarrow$

2545'

TRUE PT. of BEE

5510185  
1122  
FUTURE P/L

36530-02

ORIGINAL PLAT  
BOUNDARY 202A.

3892  
No. 127E

290E'

MODIFIED PLAT  
BOUNDARY 2.45 AC.

$\frac{3}{345^{\circ}}$   
N 88° 53' 30" W

# BUSINESS LEASE PLAT

RILEY KELLY - LESSEE

CONTRACT No. A-20-511-257

ALLOT. NO. 1136 LOCATED IN

SEC. 15 T. 11 N. R. 19 E. W. M.

SCALE: 1" = 100' DRAWN BY: M. J.S.

50° 16' W

EX/87746 A/c

Formed by

93



124 16268

Yakima Allotment 1136 - Legal Description:

A parcel of land containing 2.45 acres, m/l, in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 15, T. 11 N., R. 19 E., W.M., WA., in Yakima, County, Washington, being a portion of Yakima Allotment 1136 and more particularly described as follows: Commence at the North quarter of said Sec. 15; thence North 88°53'30" West along the center line of the county road (West Wapato) and the North line of said Sec. 15, a distance of 865.5', thence South 0°16' West 30' to the Sly R/W line of said county road to the T.P.O.B. of this description thence South 36°53'30" E. 240', m/l, to a point on the Wly R/W line of Secondary State Highway 3-A, thence South 0°16' West along the Wly R/W line of said State Highway a distance of 200', thence North 88°53'30" West and parallel to the center line of said county road a distance of 345', thence North 0 16' East and parallel to the Wly R/W line of said State Highway a distance of 389.2' to the Sly R/W line of said county road a distance of 200' to the T.P.O.B. Excepting and reserving the right of ingress, egress, and regress, thereover to that portion of the remainder of Allotment 1136 adjoining on the south.

**EMINENT DOMAIN-continued****124 10206**

In the event of condemnation of the leased premises or any part thereof, the compensation or award insofar only as it is awarded for damages to the improvements on the leased property, to the extent of the unpaid balance of any improved encumbrance, shall be paid to the encumbrancer. As between Lessor and Lessee or Sublessor and Sublessee as the case may be, such amount shall be deemed paid to the Lessee or Sublessee as the case may be, and if such amount exceeds the amount to which Lessee or Sublessee is entitled under the other terms of this lease, Lessee shall pay any such excess to Lessor.

**OPERATION AND MAINTENANCE ASSESSMENTS**

It is understood and agreed that the lessee will pay all operation and maintenance assessments annually in advance on due date preceding each irrigation season, including any penalties accruing against above-described land under irrigation, and will pay all charges assessed in connection with any other improvement project or district within which the lands may be located, pursuant to the existing or future orders or regulations of the Secretary.

**OTHER**

Lessee shall comply with all applicable Federal, Tribal, and local laws relating to business, sanitation, building requirement, and zoning regulations. This shall include compliance with NEPA and EPA laws, regulations, pertaining to underground tanks used for storage.

Lessee shall comply with all applicable regulations contained in 40 CFR Parts 280 and 281 (attached) and as explained in EPA/530/UST-88/008 Musts for USTs (also attached).

**OLD BUILDING**

It is understood and agreed that the old building is unuseable and will be razed.

**PROPERTY OF LESSOR:** Newly constructed Gas Station building to be left on property, together with any additions, improvements placed on the property by current lessee.

**PROPERTY OF LESSEE:** Above ground tanks installed/placed on property, pumps for gas, and any signs placed on property.

Date: 9/20/89  
Robert E. Ramsey

LESSEE

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this 26th

day of September, 1989

124 16268

Witnesses (two to each signature):

*Donna G. Galt*

P. O. *Tappanish, WA.*

*Roddy Lampson*

P. O. *Tappanish, WA 98948*

*Robert E. Ramsey*  
Robert E. Ramsey Lessee.

P. O.

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PORTLAND AREA OFFICE

P. O.

124 16268  
30 DEC 12 P 3 38

P. O.

TITLES & RECORDS  
SECTION

P. O.

Lessor.

P. O.

Lessor.

P. O. *Donna G. Galt*

Lessor.

P. O. *Donna G. Galt*

Lessor.

P. O.

Lessor.

Approved SEP 26 1989, 19.

*Thomas E. Okey*  
SUPERINTENDENT  
Under the Act of July 3, 1948  
(34 Stat. 745) for entire ownership  
Approving Official *fil*



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
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Ms. Charlotte Boulind-Yeung  
U.S. Environmental Protection Agency  
Region 10-Ground Water Unit  
1200 Sixth Avenue  
Suite 900  
Seattle, WA 98101-3140

